

AGREEMENT

BETWEEN

LITTLE FERRY BOARD OF EDUCATION

AND

LITTLE FERRY EDUCATION ASSOCIATION

FOR

YEARS - 1976-1977 & 1977-1978

*Bergen County*

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THIS AGREEMENT made the 26th day of April, 1976, between  
THE LITTLE FERRY BOARD OF EDUCATION, hereinafter referred to  
as the Board, and

THE LITTLE FERRY EDUCATION ASSOCIATION, hereinafter referred  
to as the Association.

W I T N E S S E T H :

WHEREAS, the Board is required by law to negotiate with the  
Association on wages and the terms and conditions of employment,  
and,

WHEREAS, the parties through good faith negotiations have  
reached agreement in all matters and desire to execute this con-  
tract covering such agreement,

NOW, THEREFORE, in consideration of the mutual covenants and  
conditions hereinafter contained, the parties hereto agree as  
follows:

I. DEFINITIONS

A. The term "Board" shall include its officers and  
agents. The Board agrees not to negotiate with any organization  
other than that designated as the representative, above men-  
tioned, for the duration of this agreement.

B. The term "Administration" shall include the Super-  
intendent of Schools, Principals and School Business Administra-  
tor.

C. The terms "teacher(s)" or "nurse(s)" when used  
hereinafter in this agreement shall refer to all employees repre-  
sented by the name of the employee organization in the bargain-  
ing or negotiating unit as above defined.

D. The term "immediate family" is defined as spouse, children, brothers and sisters, and also parents and grandparents of employee or of the spouse.

E. Grievance (see XIV B. 1.)

F. The term "dependents" as used herein shall be deemed to include a spouse, and any natural or adopted children of any member of the Association.

## II. RECOGNITION CLAUSE

The Board hereby recognizes the Little Ferry Education Association as the exclusive bargaining representative for all certified teaching personnel and all nurses under contract, but excluding supervisory and executive personnel, office, clerical and maintenance and operating employees.

## III. MANAGEMENT RIGHTS CLAUSE

The Board on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey, and of the United States, including, but without limiting the generality of the foregoing, the right:

A. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees;

B. To hire all employees subject to the provisions of law, determine their qualifications, the conditions for their continued employment, their dismissal or demotion; and promote, and transfer all such employees;

C. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;

D. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature;

E. To determine class schedules, the hours of instruction, and the duties, responsibilities and assignments of teachers and other employees with respect thereto, and non-teaching activities, and the terms and conditions of employment.

The exercise of the foregoing powers, right, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of the State of New Jersey, and the Constitution and Laws of the United States.

Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under any national, state, county, district, or local laws or regulations as they pertain to education.

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or application shall continue in full force and effect.

#### IV. LUNCH HOUR DUTIES

A. Teachers will be consulted and have input in scheduling of lunchroom duties of teachers.

B. Teachers will be assisted in lunchroom duties and lunch hour playground supervision by aides. These aides will be directly responsible to an assigned teacher who shall be stationed in and around the building to discharge her legal obligations, as directed by Administration.

#### V. ASSOCIATION RIGHTS AND PRIVILEGES

A. Use of School Buildings - the Association through its duly appointed representative shall have the right to request use of school buildings at reasonable times for meetings. The Principal of the building shall receive requests at least 48 hours prior to the proposed meeting, if possible, and shall grant reasonable requests where possible, if there is no scheduling conflict.

B. The Association shall have use of a bulletin board in each building which bulletin board shall be located in the faculty lounge.

C. The Association shall have the right to use teachers' mailboxes to distribute material dealing with the proper and legitimate business of the Association.

#### VI. PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT COMMITTEE: INSTRUCTIONAL COUNCIL

The membership of the committee of the Professional Development and Educational Improvement Committee and the Instructional Council shall consist of six (6) persons, who are: the Superintendent of Schools, the two (2) Principals and

three (3) representatives of the Association, appointed by the Association.

A. PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT COMMITTEE

1. Organization

a. Purpose

In our rapidly changing society teachers must constantly review curricular content, teaching methods and materials, educational philosophy and goals, social change and other topics related to education. The Board recognizes that it shares with its professional staff responsibility for the upgrading and updating of teacher performance and attitudes. The Board and the Association support the principle of continuing training of teachers and the improvement of instruction. The parties further agree that each teacher should fulfill the obligation for professional improvement in ways that best serve his own problems, functions, interests and needs.

If request to attend courses, workshops, seminars, conferences, in-service training sessions or other such sessions is denied, reasons for said action should be supplied by the Board.

All reimbursement for expenditures incurred and approved shall be processed through the School Business Administrator-Secretary.

## 2. Programs

The Board agrees to implement the following at the beginning of the 1974-75 school year.

### a. Pay and Expenses for Required Training

To pay the full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions, or other such sessions which a teacher is required and/or requested by the Administration to take.

### b. Professional Development and Educational Committee

(1.) To establish a Professional Development Committee to act upon requests from teachers for authorization to attend courses, workshops, seminars, conferences, in-service training sessions or other such sessions. Within thirty (30) days after signing this agreement the President of the Association shall appoint three (3) members of the Association to the committee. The committee shall select a chairman from among its members. The President of the Association may, from time to time, replace members appointed by such president.



(2.) To pay the reasonable expenses (including fees, meals, lodging, and/or transportation) incurred by teachers who attend such sessions with the approval of the Professional Development and Educational Committee.

c. In-Service Workshops, Conferences, Programs

To cooperate with the Association in arranging in-service courses, workshops, conferences, and programs designed to improve the quality of instruction, such activities shall be coordinated through the Instructional Council as established in this agreement. In-service programs shall be conducted during the in-service teacher workday if teacher attendance is required.

d. Professional Library

(1.) To expend up to six hundred dollars (\$600.00) per school year the first year of this contract and up to five hundred dollars (\$500.00) the second year of this contract to purchase books, equipment, and/or other educational resource materials. The teachers shall also contribute books, equipment, and/or other educational resource material as may be recommended by the aforementioned

Professional Development Committee for use by the professional staff for professional development and educational improvement.

The Board shall provide adequate space for housing said books and materials in convenient and readily accessible locations.

(2.) All hard copy books and materials shall be maintained in the Memorial School library. The Association, through the committee, shall appoint a building representative to be responsible for all materials and submit annual inventory to Administration, with report on conditions and usage.

(3.) Purchase for professional library shall be processed through the School Business Administrator-Secretary, after the Administration and Board's approval.

e. Experimentation

(1.) At the Board's discretion the Association may be called upon to aid the Board in providing better instruction. The Board welcomes Association participation in all aspects of strengthening the education program to meet the needs of the students, the schools, and the community.

(2.) The Association may participate in any aspect of any experimental or other

project or program. Such participation shall include, but not be limited to, all phases of proposals, inquiry, study, research, deliberations, recommendations, implementation, and adoption. Any aspect of an experimental program which would affect the terms and conditions of teacher employment shall be negotiated with the Association before implementation.

B. INSTRUCTIONAL COUNCIL

1. Organization

a. Purpose

An Instructional Council, hereafter referred to as the Council, shall be established and shall meet no later than October 1, 1974. The purpose of the Council shall be to strengthen the education program through recommendations, research, implementation, and evaluation by the Superintendent and the Association to best meet the needs of the students, the schools and the community. The Council may consider advising the Board and the Association on such matters as curriculum improvements, teaching techniques, instructional organizational patterns, experimentation, extra curricular programs, in-service training and staff development pupil testing and evaluation, philosophy and educational goals of the district, research, educational specifications for buildings, and other related matters

regarding the effective operation of the Little Ferry School District.

b. Committees

The Council is authorized to establish sub-committees or ad hoc committees for specific projects to allow for those who would be affected by Council recommendations to have an opportunity to be involved.

c. Individual Initiative for Suggestions

The Council shall encourage the initiation of ideas and suggestions for projects by individual teachers, grade levels, Association committees, Administrators, Board Members, or other interested parties.

d. Additional Members

Nothing in this Article shall be interpreted to prevent the Council from consulting or appointing to its committees such additional teachers, administrators, professional advisor, or other persons as the original members herein designated shall determine are desirable and appropriate for said purposes.

e. Rules of Procedure

The Council shall establish its own rules of procedure and shall provide for a rotating Chairman who shall be responsible for the arrangement and conduct of meetings.

f. Meetings

The Council shall meet at least five (5) times during each school year.

2. Reports

a. The Board and Association Action

The Board and Association shall consider and study all written recommendations submitted by the Committee and Council for action. If the Board or the Association refuses to adopt any such recommendations, the Board shall state the specific reasons for such refusal in writing.

b. Minority Reports

Reports of the Committee/Council or any subcommittee established by them may include minority as well as majority views.

All recommendations of this committee must be approved by the Board of Education.

VII. PROFESSIONAL INCENTIVE PROGRAM

A. The purpose of the Professional Incentive Program is to enable teachers and nurses to meet the requirements for advanced standing on the salary guide through activities that will best serve their needs as teachers.

B. All equivalency credit activities shall be recommended by the Professional Development and Educational Improvement Committee and submitted to the Board of Education for approval. A written application must be completed on the appropriate request form which may be obtained from the Principal of each building.

C. Equivalency credit may be granted for courses, workshops, and in-service programs sponsored or approved by the local school board, institutions of higher learning or other professional organizations.

D. Equivalency credits shall be granted upon receipt of certified transcripts from institutions of higher learning or certificates of attendance from in-service courses.

E. Credits

1. College graduate study undertaken at any accredited college or university shall have the credits determined by the specific institution of higher learning.

2. The credits for Bergen County Education Association sponsored or approved workshops shall be determined by the total number of hours, i.e.:

12 hours equals: 1 Credit

24 hours equals: 2 Credits, etc.

3. The credits for any in-service programs sponsored or approved by the Board shall be determined by the total number of hours, i.e.:

12 hours equals: 1 Credit

24 hours equals: 2 Credits, etc.

4. Any accumulation of fifteen (15) credits submitted by a teacher or nurse to meet requirements for advanced standing on the salary guide must consist of ten (10) credits earned in graduate study in an accredited college or university.

F. The Board shall reimburse any teacher participating in the Professional Incentive Program for any tuition fees

incurred by the teacher up to a maximum for any teacher of Five Hundred Dollars (\$500.00) per year for each of the 1976-1977 and 1977-1978 school years.

1. Reimbursement for tuition fees incurred for credit activity shall be made on or before October 1, for tuition fees incurred during the preceding September through June and on or before April 1, for tuition fees incurred during the preceding July through September. Reimbursement shall be applied toward the maximum reimbursement allowed for the fiscal year in which incurred; provided that

a. The course or equivalent was recommended by the Professional Development and Educational Improvement Committee, approved by the Board and satisfactorily completed by the teacher.

b. The teacher remains in the employ of the Board.

2. Reimbursement for tuition fees incurred for non-credit activity shall be made upon submission to and approval by the Board and upon compliance with the requirements set forth in paragraph 6 (f) of this agreement. Reimbursement for non-credit activity shall be applied toward the maximum reimbursement for the fiscal year in which the expense was incurred.

#### VIII. TEMPORARY ABSENCES AND LEAVES

##### A. General Policy

Under no circumstances shall any teacher or nurse

be absent from school without the knowledge of the Superintendent's office. Notification shall take place prior to the opening of the school day in accordance with procedures set forth in the Administrative Manual.

B. Personal Illness

Absences for personal illness shall be allowed and shall include full pay for eleven (11) school days in each school year. The unused days may be accumulated beginning from the date of current continuous employment by the Board, to be available in case of personal illness in subsequent school years. The term "current continuous employment" as used in this sub-paragraph shall include time on authorized leave provided there is a return to work immediately at the end of such leave. An employee who is ill or disabled for a greater number of days than the total number of sick leave days that he has accumulated shall be paid the difference between his salary and the salary paid his substitute. This additional sick leave with pay as hereinbefore defined, shall start the day following the last day of accumulated sick leave. This additional sick leave with pay shall not extend beyond June 30, of the school year in which the illness or injury occurred. The Board, at its discretion, may require medical certification as to the necessity for sick leave beyond that which has been accumulated by any employee.

C. Illness in the Family

Where personal presence at home is advisable because of serious illness in the immediate family, each person shall be entitled to from one to five days leave: the first two (2) days at full pay and the three (3) remaining days at one-half



(1/2) pay. The number of days and number of leaves in any school year shall be determined at the discretion of the Board. Leave granted under provisions of this sub-paragraph are in addition to any leave granted under sub-paragraph (b) of this section. Documentation shall be submitted upon request.

D. Death in the Immediate Family

1. A maximum of four (4) days without loss of pay will be allowed for absence due to death in the immediate family. The four (4) days shall be reduced by any intervening non-school day (s): for example, if the first day is taken on a Friday, only that day and the immediately following Monday shall be allowed with pay. Leave beyond the four day period may be allowed on one-half pay at the discretion of the Board. Should an additional day be needed, use of a personal day will be allowed upon notice to Administration and the required notice time of the personal day will be waived.

2. In the event of the death of employee's or spouse's uncle, aunt, or relative not in the immediate family, there shall be allowed a one day absence without loss of pay.

E. Quarantine

Absences due to quarantine on account of a contagious disease, when such quarantine is not due to personal illness, shall be allowed with pay. A certificate from the health officer of the community or a school physician shall be filed with the Board Secretary for all absences due to quarantine under this section.

F. Court Subpoena

Absence required by subpoena shall be allowed for one school day with pay. Additional days where required by subpoena and documented to the satisfaction of the Board may be allowed at one-half pay. If a teacher or nurse is a party to a suit, other than as a defendant in a litigation arising as a result of school duties, absences from school as a result thereof shall be granted in accordance with the section on Personal Leave.

G. Personal Leave

A maximum of three (3) school days per year shall be allowed with pay for discharge of important personal matters; family, business, legal and religious responsibilities; and professional association responsibilities that cannot be handled outside of regular work hours, or for other personal emergencies. At least three (3) days' notice in writing shall be given to the Superintendent, except for emergency matters. All personal leave shall be subject to the Superintendent's approval. One unused personal day may be accumulated and forwarded to the subsequent year so as to provide a total of not more than four (4) days personal leave in any year.

H. Inclement Weather

When schools are open for pupils in inclement weather, teachers and nurses shall report for duty. If a teacher or nurse cannot reach his post because of inclement weather, a detailed explanation, in writing, must be submitted to the Board Secretary if any pay is sought for such absence. Payment for such absence shall be at the discretion of the Board.

I. Any absence or time allowed under any provision of the paragraph entitled "Temporary Absences and Leaves" shall be non-cumulative except where otherwise expressly provided.

J. Professional Visitation Days

Up to two (2) days leave will be permitted for the purpose of visiting other schools or attending meetings or conferences of an educational nature. This will be allowed with no loss of pay, providing a written request has been submitted and approved by the Administration. It is the administrative prerogative to approve or deny such requests. A written report must be submitted by such teacher to the Superintendent subsequent to such visitation within ten (10) days.

IX. EXTENDED LEAVES OF ABSENCE

A. Maternity Leave

1. A maternity leave up to a maximum of twenty-four (24) calendar months without pay may be granted to all tenure women teachers and nurses provided that such leave is requested in writing.
2. The Superintendent of Schools shall be notified as soon as it is known that such leave will be necessary but not more than thirty (30) days after confirmation of pregnancy.
3. The Board shall not remove any teacher/nurse from her duties during pregnancy unless the teacher/nurse cannot produce a certificate from her physician that she is medically able to continue teaching.
4. All benefits to which a teacher/nurse was entitled at the time of her leave of absence commenced, including unused accumulated sick leave,

personal leave, and credits toward sabbatical eligibility, shall be restored to her upon her return, and she shall be assigned to the same position which she held at the time said leave commenced, if available, or, if not, to a substantially equivalent position.

5. All extensions or renewals of leaves shall be applied for in writing and if granted, shall be granted in writing.

6. A teacher with tenure, when granted leave, shall return to his or her duties as of a September 1st date, when feasible.

B. Personal Health and Family Hardship

A leave up to a maximum of twelve (12) calendar months without pay may be granted to all teachers and nurses by the Board upon the recommendation of the Superintendent. An application for such leave for restoration of health or alleviation of personal or family hardship shall be made in writing to the Superintendent. Benefits to which a teacher was entitled at the time said leave commenced, including unused accumulated sick leave, personal leave, and credit toward sabbatical eligibility, shall be restored upon return, and the teacher may be assigned to the same position which the person held at the time said leave commenced, if available. (And if in the best interest of the Board to effect such placement.)

C. Sabbatical Leave

1. Requests for sabbatical leave shall be filed with the Superintendent in writing on forms furnished by

him no later than November 1st of the year immediately preceding the school year for which the sabbatical leave is requested.

2. Not more than two teachers of the staff will be granted a sabbatical leave in any one year.

3. Sabbatical leave for study - All teachers holding appropriate certificates who have served satisfactorily for a period of at least seven (7) years in Little Ferry may be granted, at three-quarter pay, a leave of absence for appropriate study for either one-half of a school year or for a full school year. The teacher granted such leave shall be required to contract with the Board to serve the Little Ferry system for three years after the expiration of such leave. If circumstances, prevent such teacher from fulfilling the obligation to serve the Board for such three year period, such teacher shall reimburse the Board in direct proportion for the unfilled time unless such teacher is incapacitated, has been discharged, or has been released for good and sufficient reason by the Board from this obligation. [For example, if only one year has been served following sabbatical leave such teacher would reimburse the Board two-thirds of the amount paid such teacher during the sabbatical leave.] The following activities shall be considered appropriate study:

a. Formal graduate study (verified). A minimum of fifteen (15) points of credits per semester in

the individual's own field or work related to that field. The Superintendent shall exercise discretionary powers of approval.

b. Writing a doctoral thesis (verified).

c. Schedule of study and travel, planned in consultation with the Superintendent.

4. Upon return from sabbatical leave, a teacher shall be placed on the salary schedule at the level which he would have achieved had he remained actively employed in the system during the period of his absence.

5. No more than one (1) sabbatical leave for study may be taken by any one teacher in any four year period.

6. Service on sabbatical leave shall count as active teaching service for the purpose of retirement, and contributions to the Teachers' Pension and Annuity Fund of the State of New Jersey shall be continued.

7. Payments for health insurance, contributory life insurance, credit union and/or other items as authorized by the teacher shall also be continued while said teacher is on sabbatical leave.

8. The professional employee to whom the sabbatical leave is granted shall accept the responsibility for providing evidence (transcript or comparable document) that the purpose of the leave is being fulfilled, bearing in mind that an ethical relationship exists between the recipient and the

Superintendent of Schools and the Little Ferry Board of Education. If the Superintendent of Schools is convinced that the professional employee on sabbatical leave is not fulfilling the purpose of the leave, he shall, after conferences with the employee, report this fact to the Board of Education and the Board may terminate said leave. However, the employee may request a hearing with the Board before final action is taken.

9. If the professional employee on sabbatical leave shall ascertain that she is pregnant, she shall immediately report this fact to the Superintendent of Schools and shall be transferred from sabbatical leave to maternity leave of absence.

D. Written intent to return from sabbatical and maternity leaves must be given on or before April 30th of the school year beginning on September 1st.

#### X. HOSPITALIZATION AND HEALTH BENEFITS

##### A. Hospitalization and Health Benefits

The Board will pay the full cost of New Jersey Health Benefits Insurance Plan which includes Blue Cross, Blue Shield, Major Medical, and Rider J by Prudential Insurance Co. for all members of the Association, and their dependents.

##### B. Dental Plan

The Board will pay the full cost of the New Jersey Dental Service Plan presently in effect for all members of the Association. Members of the Association whose spouses are not presently covered by similar insurance where their spouses are employed, may enlarge the plan to include any dependents. Any

increases in cost shall be passed on to such Association members, except that in the first year of such dependents' coverage the cost incurred by such additional coverage shall be paid equally by such Association members and the Board; and in the second year of the contract the Board will pay 100% of such coverage. If a spouse has dental coverage the Association member may not request additional coverage from the Board and the Board shall not be responsible to pay for the same or any part thereof.

#### XI. SALARY

A. The salaries of all teachers and nurses covered by this Agreement shall be established in compliance with the procedures set forth in paragraph (c) of this section and shall be adopted by the Board and become Schedule A to be executed by the Parties.

B. The Salary guide to be set forth in "Schedule A" of this Agreement shall provide for five (5) salary classifications with five (5) separate salary columns and steps as follows:

BA Column	0 - 12 Step
BA + 15 Column	0 - 12 Step
MA Column	0 - 12 Step
MA + 15 Column	0 - 12 Step
MA + 30 Column	0 - 12 Step

C. Procedures for the establishment of the salaries schedules shall be as follows:

1. A survey shall be made of all Bergen County school districts to determine the minimum and maximum salaries officially adopted for the 1976-1977 and 1977-1978 school years for the four-year training level (BA), the five-year training level (MA) and the six-year training level (MA + 30). School



districts adopting salary guides after May 1, 1976 and May 1, 1977 will not be considered for this purpose regardless of the number of salary guides adopted or approved by that date.

2. The survey shall be conducted under the supervision of the Superintendent of Schools and the President of the Association and replies shall be in writing from the reporting districts. In the event that a salary guide is adopted prior to or on May 1, 1976 and May 1, 1977, but written confirmation of same is not received and acknowledged by the Superintendent and Association President by that date, said reported adoption(s) shall be counted in the calculations to determine the 1976-1977 and 1977-1978 salary guide in Little Ferry if it can be documented on or before May 15, 1976 and May 15, 1977 that the adoption did in fact occur by May 1, 1976 and May 1, 1977.

3. After the replies from reporting districts have been tabulated, the minimum and maximum salaries to be paid in Little Ferry for the BA column, MA column and MA + 30 column shall be established at the median of the reporting districts for the 1976-1977 and 1977-1978 school years. The median for purposes of this sub-paragraph shall be defined as the mid-point between the lowest and the highest salaries at the minimum and maximum levels of the reporting districts.

4. The minimum and maximum salaries for each of the two (2) intermediate columns (BA + 15 and MA + 15) shall be established at the midpoint between the adjacent column to the nearest \$10.00.

5. Increments for each of the five (5) columns shall be computed by dividing the difference between the minimum and maximum salaries by the number of steps in that column rounded off to the nearest \$10.00.

6. It may be necessary to have one increment which is more or less than the other increments in any column of the salary guide due to the establishment of the minimum and maximum prior to determining increments. Whenever this happens, the increment which is different shall be the one located between the last two (2) steps on that column.

D. Any agreement or settlement pertaining to salaries for the 1976-1977 and 1977-1978 school years shall be subject to revision, modification, and/or adjustment if such agreement or settlement is found to be contrary to existing guidelines at the times said agreement or settlement is reached as set forth by the Federal Pay Board or other official agencies empowered to establish wage controls.

E. It shall be clearly understood by the parties hereto that the salary schedules do not guarantee an automatic salary increase. The Board reserves the right to withhold for inefficiency or other good cause, any and all employment, adjustment and longevity increments. In the event the Board wishes to exercise such a right, it does hereby agree to follow this procedure:

1. Whenever the Superintendent of Schools decides to submit a recommendation to the Board to withhold a salary increment, the employee to be so deprived shall be put on notice of this withholding of salary increment by April 30, 1976 and April 30, 1977.

2. Either party shall have the right to request a hearing by a joint grievance board which shall be composed of:

a. Three (3) members of the Board or its Administrators, or combination thereof, and,

b. Three (3) members of the Association, and,

c. One (1) person not associated with either party agreed upon by the Board and the Association.

3. If the Superintendent of Schools and the President of the Association do not agree that a grievance exists, a meeting of the joint grievance board shall be convened within thirty (30) days.

4. Arrangements shall be made to afford said employees a reasonable opportunity to speak in his/her own behalf before the joint grievance board. Such a meeting before this board shall not constitute a plenary hearing. Said employee may be represented at said hearing by any member of the Association of his/her choosing. The recommendations of the above joint grievance board shall be binding upon the Board. The sole purpose of this procedure is to hear and ascertain the reasons for the withholding of salary increments.

5. The Board will not take necessary formal action until a date subsequent to the above meeting.

6. If the action of the Board is to withhold an increment, it shall, within ten (10) days, give written notice of such action to the employee concerned.

7. No reprisals of any kind shall be taken by the Board or by any member of the Administration against any teacher who is a party in interest, any building representative designated by the teachers, any member of the P.R. & R. Committee (Association's Committee on Professional Rights and Responsibilities) or any other participant in this procedure by reason of such participation.

8. All documents, communications, and records dealing with the processing of a hearing of this nature shall be filed in a separate file and shall not be kept in the personal file of any of the participants.

9. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives heretofore referred to in this section.

F. Teachers shall be paid in twenty (20) equal semi-monthly installments during the school year.

### XII. LONGEVITY PAY

In consideration of long term tenure, the Board of Education will grant a longevity pay percentage of the individuals base pay to members of Association as follows:

<u>After completion of:</u>	<u>Percent of Base Pay</u>
15 years	3%
20	4
25	5
30	6

The longevity pay shall be effective on September 1st following completion of the required years for eligibility.

### XIII. DEDUCTIONS FROM SALARY

#### A. Dues Deductions

The Board agrees to deduct from the salaries of its teachers and nurses dues for the Little Ferry Education Association, the Bergen County Education Association, the New Jersey Education Association, or the National Education Association or any one or any combination of such associations as said teachers individually and voluntarily authorize the Board to deduct. Such deductions shall be made in the manner set forth in Chapter 233, Public Laws of 1969 (N.J.S.A. 52:14-15,9e).

#### B. Summer Pay Plan

For each teacher that may individually elect to have ten (10%) per cent of his or her gross monthly salary deducted from his or her pay and distributed in equal payments during the twenty (20) semi-monthly pay periods. Request for same must be made to the Secretary of the Board prior to the beginning of the school year i.e. (September).

These funds which will be deducted from the participants are to be collectively transferred to a local financial institution on a monthly basis. A pass book shall be issued to those participating giving them control over their individual funds.

#### XIV. GRIEVANCE PROCEDURE

##### A. Policy

1. To promote to the highest possible degree harmonious employer-employee relations it is necessary that procedures to resolve grievances be established.

##### B. Definitions

1. A grievance shall mean a complaint by an employee(s) and/or Association (1) that there has been as to him (them) a violation, misinterpretation or inequitable application of any of the provisions of the agreement or (2) that he (they) has (have) been treated unfairly or inequitably by reason of any event or condition which is contrary to established Board policy or administrative practice governing or affecting employees. However, the term "grievance" shall not apply to (a) a method of review prescribed by law or (b) any rule or regulation of the State Commissioner of Education or (c) any by-law of the Board of Education or (d) any matter which according to law is either beyond the scope of the Board authority or limited to unilateral action by the Board alone or (e) a complaint of a non-tenure teacher which arises by reason of his not being re-employed or (f) a complaint by any certificated personnel

occasioned by appointment to or lack of appointment to, retention in or lack of retention in any position for which tenure is either not possible or not required.

A grievance to be considered under this procedure must be initiated by the employee(s) within fifteen (15) school days of its occurrence. If such grievance is not submitted within the allotted time, it shall be considered waived.

2. In the event a grievance is filed at such times that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

3. The teacher "organization" recognized by the Board as the official and exclusive representative for the full time professional employees of this school district shall in all instances be the Little Ferry Education Association.

C. Procedure

1. Any individual member or group of individuals of the professional staff shall have the right to present a grievance (as defined in Definitions) to be processed as per following agreement:

2. In presenting his (their) professional grievances the member(s) of the staff shall be assured freedom from prejudicial action in presenting his (their) appeal.

3. The member(s) shall have the right to present his (their) appeal or to designate the Association's representatives with him (them) or for him (them) at any step in his (their) appeal.

Step 1. Any professional employee(s) who has (have) a grievance shall first present it to his (their) Principal verbally or in writing in an attempt to resolve the matter at that level.

Step 2. If the matter is not resolved to the satisfaction of the aggrieved employee(s) within five (5) school days, he (they) shall set forth his (their) complaint in writing to the Superintendent of Schools for reviewing the grievance, with a copy to the Association. The grievance shall be prepared in the following form:

- a. The nature of the grievance.
- b. The nature and extent of the injury, loss or inconvenience.
- c. The results of previous discussions.
- d. His (their) dissatisfaction with decisions previously rendered.



The Superintendent shall attempt to resolve the grievance as quickly as possible and shall make a written decision within ten (10) school days of the receipt of said grievance. Said decision shall be delivered to the person filing the grievance if present in school, and if not present mailed to said person. The Principal shall receive a copy of this decision.

Step 3. If the grievance is not resolved to the employee's(s') satisfaction, he (they) may request a review by the Board of Education. The request shall be submitted within five (5) school days, in writing, through the Superintendent of Schools who shall attach all related papers and forward the request to the Board of Education. The Board, or a committee thereof, shall review the grievance and shall, at the option of the Board, hold a hearing with the employee(s) and render a decision in writing within thirty (30) calendar days of receipt of the grievance by the Board or of the date of the hearing with the employee(s), whichever comes later.

Step 4. If, after Step 3, the aggrieved employee(s) is (are) not satisfied with the disposition of his (their) grievance, he (they) may within five (5) school days, request in writing, that the Association submit the grievance to the Public Employees Relations Commissioner (hereinafter referred to as PERC).

If the Association determines that the grievance is meritorious, it may submit the grievance to PERC within fifteen (15) school days after receipt of a request by the aggrieved person(s). Both parties agree to abide by the recommendations of PERC in order to reach an agreeable solution. Should the Association take no action on behalf of the member, the member may proceed to take actions open to them under the New Jersey State Laws.

D. No reprisals of any kind shall be taken by the Board or by any member of the Administration against any party in interest, any building representative, any member of the Association or any other participant in the grievance procedure by reason of such participation.

E. All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personal file of any of the participants.

F. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives heretofore referred to in this article.

G. Nothing herein contained shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the Administration, and having the grievance adjusted without any intervention of the Association, provided the adjustment is not inconsistent with terms of this Agreement and that the Association has been given the opportunity to be present at such adjustment and to state its views.

XV. PROTECTION OF TEACHERS' PROPERTY

The Board shall assist the teachers to recover under insurance policies held by the Board for any loss or damage to clothing or other personal property where said loss or damage is incurred while the teacher is on duty in the school, on the school premises, or on a school-sponsored activity, provided the loss or damage is not due to the teacher's negligence.

XVI. CHECK-IN PROCEDURE

As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities. Teachers shall indicate their presence for duty by the appropriate means described by the Board.

XVII. DISMISSAL PROCEDURE

Normal dismissal is at 3:30 P.M. (except for the Kindergarten schedule). Members of the Association are allowed 3:00 P.M. early dismissal on Fridays; and days preceding holidays and when required to attend regular meetings of the Association provided they in fact attend such meetings, and also on one session days.

XVIII. SCHOOL CALENDAR

The School Calendars for 1976-1977 and 1977-1978 shall be set forth in a Schedule which is annexed to this Agreement, made a part hereof, and incorporated herein by reference as though set forth at length. Any suggestion for changes to the School Calendar by the Association must be made to the Administration by April 30th of each year in order that the Administration may present all of the possible alternatives for deciding a calendar to the Board. The Board reserves the right to make such changes in the School Calendar as it deems to be in the best interest of the

education of the children under its jurisdiction. The members of the Association will receive a copy of the calendar for the following school year as soon as it is approved by the Board.

XIX. SUCCESSOR AGREEMENT

The parties hereto agree to meet at reasonable times to negotiate a successor agreement in good faith. The Board and the Association each agree to appoint properly authorized representatives to meet in private and confidential sessions with the representatives of the other party.

Negotiations shall commence with a procedural session on or before October 1, 1977, to establish items such as the following: (a) time and dates of meetings; (b) procedure for presentation of proposals; (c) procedure for presentation of additional proposals and counterproposals.

XX. EFFECTIVE DATE

This Agreement shall continue in full force and effect without change until completion of the required school years (as per New Jersey State Law) of 1976-1977 and 1977-1978 and shall not be modified in whole or in part by the parties, except by an instrument, in writing, duly executed by both parties.

IN WITNESS THEREOF, the parties have hereunto set their hands and seals all on the day and year first above written.

LITTLE FERRY BOARD OF EDUCATION

By: *Robert J. Decker*

President

ATTEST:

*Arthur S. Hite*  
Secretary

LITTLE FERRY EDUCATION ASSOCIATION

By: *James H. Campbell*

President

ATTEST:

*Margaret J. Schilling*  
Secretary